8/29/67

Dear John

Your just-arrived letter, which I read in haste, has the essence of what I hoped you'd recall.

Now that you have thought about it, perhaps you will recall more. I met you outside the Dell office when they made you the first offer and we went into a little restaurant on the numbered street to the south and west of it to discuss that offer. I told you then and insisted thereafter that I could and would make no deal that I could not keep, that I had pledged to accept returns on WW, had been paid for the copies sold and had given the printer that money. Therefore, as a condition of any deal, Dell would have to assume this responsibility. This is more pointed than your language, for there never was any doubt that "responsibility" meant financial responsibility, not postal.

When we were in Mrs. Meyers' office with Tobey and the others, I went over this, even though you had told me that you had, and made it explicit, repeating that I just did not have the money to make unsold copies good, that it would be the appearance of the Dell copies of the Dell edition that would cause the returns, and they make no announcement of their edition until the last minute so the unsold copies in the stores could clear. After this you chided me for my candor, saying it was psychologically bad to acknowledge that I was broke, that this weakened my bargaining position. Your recollection of your own reaction, I think, would strengthen this. As you well know, without this assurance I would and could not have printed those extra 8,000 copies for them. Your recollection of 10,000 is what I at first considered when they asked that I turn over all wholesale orders to them and I knew the TV special impended.

Your recollection of my phoning Meekle and authorizing the overtime charges is correct. This was form the phone outside his office to which Bair took us. You sat at my side to see that I didn't forget those things, like the art work, that Dell wanted for its edition.

Your recollection that we had this agreement on the returns is accurate, as is the fact that what Dell would assume is my actual cost on returns, and that I would reimburse them what they paid me of this from any subsequent sales, which you did not say but I do acknowledge. What I also hope you recall is that you took this up with Bair and he with Tobey, who then changed that provision only to have them change their minds again. You sent me the changed contract with this clause replaced by one that did acknowledge their financial responsibility and then Bair phoned you and said they'd changed their mind again, I believe because he was told to. Here any files you may have, and you do have letters, could be very helpful. In your father's absence I spoke to his secretary asking that these letters and notes be made available to John and, if necessary, to a lawyer, for I may have to sue Dell if John can not work this out amicably. They have yet to give me an accounting. It is my recollection that Bair told us the first accounting would be in April and that shortly thereafter it would be followed by a check. You told me that they printed 250,000 copies and then, in December, reprinted twice, each a small printing.

Your recollection of the provision added that we had not agreed to, making me responsible for their pilferage, is accurate. I have learned from Dick that the 99¢ figure they said is less than they get is actually <u>twice</u> normal plus 4 cents!